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Civilian Personnel

Recruitment and Staffing for Local National Employees in Germany

*This regulation supersedes AE Regulation 690-70, 29 September 2006, and rescinds AE Form 690-70D, September 2006.

For the Commander:

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Summary. This regulation provides policy for external recruitment and internal placement of local national (LN) employees in appropriated fund and nonappropriated fund positions in Germany.

NOTE: This regulation is a translation of AE Regulation 690-70-G, which is the governing directive.

Summary of Change. This revision—

- Updates the priority group numbering system (table 1).
- Provides new requirements for residence permits (app C).
- Clarifies procedures and timelines for submitting requests for employing local national employees beyond age 65.

Applicability. This regulation applies to LN personnel—

- Employed by the U.S. Forces in Germany under the provisions of the *Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den Stationierungstreitkräften im Gebiet der Bundesrepublik Deutschland (TV AL II)* (Collective Tariff Agreement), except for personnel employed by the United States Air Forces in Europe and its tenant activities. This regulation does not apply to the Army and Air Force Exchange Service, Europe (AAFES-Eur). The Commander, AAFES-Eur, will establish policy consistent with the objectives of this regulation. For the purpose of this regulation, “U.S. Forces” includes all activities serviced by the United States Army Civilian Human Resources Agency, Europe Region.

- Paid from appropriated or nonappropriated funds.
- In Civilian Support organizations in Germany.

Supplementation. Organizations will not supplement this regulation without USAREUR G1 (AEAGA-CL) approval.

Forms. This regulation prescribes AE Form 690-70A, AE Form 690-70B, AE Form 690-70C, AE Form 690-70E, AE Form 690-70F, and AE Form 690-70G. AE and higher level forms are available through the Army in Europe Publishing System (AEPUBS).

- AE Form 690-70A is the application form to be filled out and submitted by internal and external applicants to apply for vacancies.
- AE Form 690-70B is the general employment contract for LN employment.
- AE Form 690-70C is the employment contract for employment of LN employees in childcare centers in Germany.
- AE Form 690-70E is the notification on employment status.
- AE Form 690-70F is the request for personnel action for non-U.S. citizens in Germany.
- AE Form 690-70G is used to modify conditions established in AE Form 690-70B or AE Form 690-70C.

Records Management. Records created as a result of processes prescribed by this regulation must be identified, maintained, and disposed of according to AR 25-400-2. Record titles and descriptions are available on the Army Records Information Management System website at <https://www.arims.army.mil>.

Suggested Improvements. The proponent of this regulation is the USAREUR G1 (AEAGA-CL, DSN 375-2553). Users may suggest improvements to this regulation by sending DA Form 2028 to the USAREUR G1 (AEAGA-CL), Unit 29331, APO AE 09266-9331.

Distribution. C (AEPUBS).

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SECTION I INTRODUCTION

1. PURPOSE

This regulation prescribes policy for the external recruitment and internal placement of local national (LN) employees in Germany.

2. REFERENCES

Appendix A lists references.

3. EXPLANATION OF ABBREVIATIONS AND TERMS

The glossary defines abbreviations and terms.

4. RESPONSIBILITIES

a. Commanders, supervisors, and selecting officials will—

(1) Ensure selections are based on candidate qualifications without regard to the candidate's country of origin, ancestry, faith, sex, handicap, language, race, age, sexual identity, or religious or political convictions.

(2) Ensure that authorized positions are used to achieve optimum continuity during increases in or reductions of the workforce.

(3) Review, in coordination with the responsible employee-representative groups, vacancies or positions about to be vacated to determine if they can be filled with severely handicapped employees (SHEs) or persons with equal status.

(4) Ensure employees receive timely and comprehensive information on vacancies.

(5) Ensure vacancy announcements are published within their organizations.

(6) Support the requirement to place surplus LN employees according to their mandatory placement rights.

(7) Ensure SHEs and persons with equal status experience no disadvantages in connection with applications, promotions, and reassignments because of their handicap. Trustful cooperation with employee-representative groups is required for all issues involving SHEs and persons with equal status.

(8) Identify positions and work situations that could accommodate placement of SHEs or persons with equal status and support the priority consideration of severely handicapped applicants and persons with equal status.

(9) Guarantee the SHE representative group is provided an opportunity to participate in the interview if SHE candidates or persons with equal status have been referred and interviews are conducted.

(10) Encourage employees to seek in-house career-broadening opportunities (qualification or training measures), provide paid administrative time for employees to apply or interview for in-house jobs, and reimburse travel expenses according to the *Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den Stationierungsstreitkräften im Gebiet der Bundesrepublik Deutschland (TV AL II)* (Collective Tariff Agreement), appendix R. External applicants will not receive reimbursement for loss of earnings.

(11) Provide a written rationale for rejection of referred candidates if none of the referred candidates is considered for the position.

(12) Ensure completed selection packages are documented with the rationale for selection or nonselection as required by the United States Army Civilian Human Resources Agency, Europe Region (CHRA-E).

(13) Release employees selected for reclassification or reassignment on completion of the placement process on the 1st or 15th of the following month. The release date must be mutually agreed on by the losing and gaining supervisors and may not be more than 6 weeks after completion of the staffing process.

(14) Ensure the policy and procedures in AE Regulation 40-11 are followed when applicable. AE Regulation 40-11 requires that certain new employees be scheduled for an entry-on-duty (EOD) medical evaluation, undergo recurring medical evaluations, and receive an exit evaluation at the time of separation from employment.

(15) Use the table in appendix B to inform new employees about benefits, entitlements, responsibilities, employee-representative groups, and other information relating to employment with the U.S. Forces.

b. CHRA-E will—

(1) Advise managers on the recruitment and selection process.

(2) Advise and support commanders, supervisors, and employees on recruitment and placement of LN employees.

(3) Recommend a recruitment process that has the best opportunity to generate a list of highly qualified candidates.

(4) Publish and distribute vacancy announcements.

(5) Provide employees computer access in self-help automated resources for employment (SHARE) centers at human resources offices (HROs) to review vacancy announcements. User information must be available in English and German.

(6) Inform SHE representative groups of vacancies before the opening date of announcements, and at the same time send a request for severely handicapped applicants or persons with equal status to the local German employment agency; inform the SHE representative groups when the local German employment agency has referrals and applications submitted by severely handicapped people and persons with equal status.

(7) Ensure all applicants are properly rated and prepare referral lists with all applicants who meet the minimum requirements for the announced position. All internal and external applicants who do not meet the qualification requirements for the position they applied for must be informed in writing why they did not qualify.

(8) Refer applicants according to the referral order in table 1.

Table 1 Priority Groups			
Priority Group	Definition		
1	Current surplus LN employees according to AE Regulation 690-84.		
2	Employees who were downgraded due to a reduction in force (RIF) or for reasons other than their own fault and who are receiving pay protection under AE Regulation 690-84 or the <i>Tarifvertrag vom 2. Juli 1997 über Rationalisierungs-, Kündigungs- und Einkommensschutz</i> (Protection Agreement) (repromotion eligibles).		
3	In-service LN employees who are administered by CHRA-E as well as LN employees of AAFES-Eur and USAFE who meet the qualification requirements for the position. This includes temporary employees. In case of equal suitability, a SHE or person with equal status will receive priority consideration.		
4	Former LN employees of the U.S. Forces who were separated during the last 24 months due to a RIF or who have concluded an annulment contract instead of a RIF (reemployment eligibles), as well as external severely handicapped people or persons with equal status, particularly those who are nominated by the local German labor agency as suitable candidates for the specific vacancy. In case of equal suitability, a SHE or person with equal status will receive priority consideration.		
Nonsupervisory positions up to C6A and equivalent positions and all wage grade positions		Positions at and above C7 and equivalent and all supervisory positions	
Priority Group	Definition	Priority Group	Definition
5	Family members of U.S. military or civilian personnel within the meaning of relevant U.S. regulations (DODI 1400.23 and DOD 1400.25-M).	6	External LN applicants who permanently reside in Germany (including non-U.S.-citizen Family members). Non-U.S.-citizen Family members do not require a residence permit. See appendix C for more information.
6	External LN applicants who permanently reside in Germany. See appendix C for residence-permit requirements for individuals who do not have German citizenship.	7	Family members of U.S. military or civilian personnel within the meaning of relevant U.S. regulations (DODI 1400.23 and DOD 1400.25-M, subchap 315).

(9) Notify selected candidates and make binding official job offers after conducting appropriate cooperation processes with the responsible employee-representatives group.

(10) Inform all referred applicants who have not been selected of their nonselection regardless of whether applicants were invited to an interview or not.

(11) Coordinate the EOD date or the effective date for the reassignment of selected candidates (a(13) above).

(12) Inform new employees of benefits, entitlements, responsibilities, employee-representative groups, and other information relating to employment with the U.S. Forces using table B-1.

(13) Comply with legal permit requirements in appendix C when hiring citizens from non-European Union (EU) countries.

(14) Comply with security requirements in AE Regulation 604-1.

(15) Ensure applicants are reimbursed for interview travel expenses. External candidates will not be reimbursed for loss of earnings.

(16) Conclude the employment contract. AE Form 690-70B or AE Form 690-70C will be used for this purpose.

(17) Conclude necessary extensions of temporary employment contracts using AE Form 690-70G.

(18) Process AE Form 690-70E for each employee. One form will be placed in the official personnel file (OPF) and one form will be submitted to the *Aufsichts- und Dienstleistungsdirektion, Lohnstelle ausländische Streitkräfte (ADD-LaS)* (Controlling and Service Directorate, Foreign Forces Payroll Office). The form for the employee will be prepared at the employing agency, where it will be handed to the employee.

c. Applicants are responsible for—

(1) Reviewing appropriate media for information on job opportunities.

(2) Requesting administrative leave to apply for internal vacancies or for scheduled job interviews, if necessary.

(3) Submitting a completed AE Form 690-70A and supporting application documents as required by CHRA-E for each position for which consideration is requested.

(4) Submitting testimonials and certificates of qualification to CHRA-E when requested to do so.

SECTION II RECRUITMENT SOURCES

5. PRIORITIES FOR REFERRAL

Qualified LN candidates will be placed in vacancies or referred according to the referral priorities shown in table 1. Different priority groups of LN internal and external applicants may be referred simultaneously. Selecting officials must be advised of the order of consideration and they must adhere to that order. If selecting an applicant from a lower priority group when applicants from higher priority groups are available, the selecting official must provide the reasons for nonselection of higher priority applicants in writing.

NOTE: U.S. citizens with ordinarily resident status may be considered only for nonappropriated fund employment according to AE Supplement 1 to AR 690-300.301.

6. FAMILY MEMBER EMPLOYMENT

a. Employment of Family members as defined by the NATO SOFA, Article 1, paragraph 1(c), and the Supplementary Agreement to the NATO SOFA, Article 2, paragraph 2(a); will be as follows:

(1) For external recruitment, Family members will receive preference in filling nonsupervisory positions up to grade C6A and equivalent, and all wage-grade positions. The Family member must commute from the sponsor's official residence on a daily basis.

(2) Non-U.S. citizen Family members will be employed under rules and regulations applicable to the LN workforce.

(3) Family members of locally hired U.S. civilian employees (“local hires”) are not eligible for Family-member preference. They will be referred and considered after external LN applicants.

(4) Non-U.S.-citizen Family members who acquire U.S. citizenship during LN employment must notify the HRO accordingly without delay. The HRO will immediately initiate conversion of the position to U.S. employment according to AE Regulation 690-300.335.1. If the employee does not agree to the conversion, the HRO (through CHRA-E) will request a decision from the USAREUR G1 (AEAGA-CL) on whether the Family member may continue LN employment. This provision applies to all positions regardless of the funds used to pay for the position.

(5) On loss of status as a Family member, non-German citizens from non-EU member States must immediately provide the servicing HRO a residence permit authorizing employment. Employment may not be continued without the required residence permit. The servicing HRO or CHRA-E must immediately notify the *ADD-LaS* of the change in status. For German citizens and citizens of EU member States, loss of Family-member status has no effect on ongoing employment. Citizens of EU member States should be advised that they must register with the local *Ausländeramt* (alien registration office).

b. As an exception to the employment preference of Family members, recruitment may be limited to LN employees and LN applicants when the commander determines that retaining LN incumbency for specific positions is essential to mission effectiveness (DODI 1400.23).

SECTION III

VACANCY ANNOUNCEMENTS

7. TYPES OF ANNOUNCEMENTS

a. Vacancy announcements must include information about the duties, employment location, pay, qualification requirements, special employment conditions, area of consideration, closing dates, and the application process. All vacancy announcements must include the following statement: “In case of equal qualifications, a severely handicapped person or a person with equal status will receive priority consideration when identified on the application form. Such persons must provide proof of their status when applying.”

b. The following announcements will be used:

(1) Open Continuous Announcement. Open continuous announcements are valid for either 6 or 12 months. CHRA-E, in coordination with the servicing HRO and responsible employee-representative groups, will determine which positions will be published by open continuous announcements based on local circumstances. On receipt of an AE Form 690-70F to fill an open continuous announcement position, the responsible employee-representative group must be informed without delay.

(2) Special Announcement. A special announcement is a one-time announcement for a specific vacancy. Applications will be accepted until completion of the first workday following the closing date. Positions must be advertised for a minimum of 10 workdays.

8. AREA OF CONSIDERATION

The area of consideration for filling LN vacancies includes all LN employees of the U.S. Forces in Germany (to include USAFE and AAFES-Eur). If CHRA-E and the requesting organization agree, the area of consideration may be extended to include external applicants.

9. EXCEPTIONS TO ANNOUNCEMENT REQUIREMENTS

Exceptions to announcement requirements that permit noncompetitive promotions are as follows:

- a. Promotions through normal progression of the incumbent in an established trainee position according to the supplementary agreement to the employment contract for trainee positions in figure B-1.
- b. Promotion of the incumbent when the position is upgraded by the classification division.
- c. Promotion of an employee who was downgraded due to a RIF or for reasons not caused by the employee and who is repromoted to the former wage or salary grade.
- d. Reassignment of an employee to a position by mutual consent. Appropriate reasons must be stated on AE Form 690-70F. Reassignments are possible only within the same works council area and same grade level.
- e. Change of an employee from a full-time to a part-time work schedule under the provisions of appendix F.
- f. Temporary employment for current LN employees beyond age 65 in accordance with appendix G.
- g. Temporary change of duties for the performance of higher-level duties in accordance with appendix H.

SECTION IV EVALUATION OF CANDIDATES

10. EVALUATION OF CANDIDATES

- a. AE Pamphlet 690-70 and the *TV AL II* will be used to evaluate candidates' education, knowledge, skills, abilities, and other relevant information.
- b. All applicants who meet the minimum requirements for the position to be filled will be referred to the selecting official on a referral list. Applicants who do not meet the qualification requirements will not be referred for consideration. A copy of the referral list and the applications of all qualified and unqualified SHE applicants and applicants with equal status must be submitted to the responsible SHE representative group. All applications of unqualified applicants must be submitted to the employee-representative groups according to paragraph 14.
- c. In exceptional cases, the USAREUR G1 (AEAGA-CL) may waive qualification requirements. A written request for a waiver must be submitted by the chief of the organization through CHRA-E to the USAREUR G1 (AEAGA-CL), Unit 29331, APO AE 09266-9331.

11. MINIMUM AND MAXIMUM AGE

The minimum age for employment with the U.S. Forces is 15 years. The minimum age may be reduced to 14 for employment of apprentices. There is no maximum age limit. Employment of individuals beyond age 65, however, is authorized only on a temporary basis and requires prior approval of the USAREUR G1 (AEAGA-CL). The prior-approval requirement is based on *TV AL II*, Article 46, which mandates that employment will end without advance notice on the last day of the month in which an employee completed his or her 65th year of age. Temporary employment of individuals beyond age 65 is authorized subject to the restrictions and guidelines of appendix G.

SECTION V RESTRICTIONS AND SPECIAL PROVISIONS

12. NEPOTISM

a. Supervisors and selecting officials may not hire, promote, favor, or support the employment of their relatives. Situations that have the appearance of favorable treatment of relatives (nepotism) must be avoided.

b. The term “relative” includes spouses or cohabiting partners, registered partners, parents, children, siblings, grandparents, grandchildren, parents-in-law, uncles, aunts, cousins, nephews, nieces, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, stepparents, stepchildren, half brothers, and half sisters.

c. Exceptions to the provisions in subparagraphs a and b above may be approved only at the next higher organizational level.

13. VOLUNTEER SERVICE OF LOCAL NATIONALS WITHOUT EMPLOYMENT CONTRACTS WITH THE U.S. FORCES

a. Commanders will not permit LN personnel who do not have a contract with the U.S. Forces to provide volunteer service to the U.S. Forces. LN employees of the U.S. Forces may provide volunteer service (unpaid service).

b. The intent of this prohibition is to avoid labor-court litigations that could result in volunteers being declared de facto employees (permanent employees).

c. This prohibition does not apply to—

(1) U.S. Forces Family members, regardless of nationality, who are officially recognized as dependents of members of the Force or of the civilian component under the NATO SOFA.

(2) LN personnel who may be required to complete a period of practical training as part of their German educational program. All requests require prior coordination with the HRO to conclude a contractual agreement.

14. PARTICIPATION OF EMPLOYEE-REPRESENTATIVE GROUPS

The servicing HRO will ensure that the participation procedure with the responsible employee-representative group is initiated without delay and in accordance with the law. If severely handicapped people or persons with equal status are included on the referral list, participation of the SHE representative group must be initiated at least 2 full workdays before initiating this procedure. A copy of the referral list, with a written justification for the selection, and all available application documents of all applicants (including those application documents that were presented only to the selecting official during the interview) and the application documents of applicants who did not meet the qualification requirements must be submitted to the responsible employee-representative group with a corresponding cover letter. If no applicant is selected, the employee-representative groups must receive a copy of the referral list with the reasons for the nonselection of applicants.

15. MEDICAL EVALUATIONS

a. Medical evaluation requirements are determined by a job-hazard analysis (JHA). JHAs are conducted for all existing positions throughout Germany by the responsible supervisors with technical assistance from safety and occupational health, occupational health nursing, and industrial hygiene personnel.

b. The JHA process identifies workplace hazards and potential exposures. The results of the JHA determine what medical evaluations should be requested. The final decision on medical surveillance will be made jointly by the physician and the occupational health nurse. When the physician revises the supervisor assessment, the occupational health nurse will inform the supervisor to make the necessary revisions to the JHA.

c. The JHA serves as the basis for mandatory and optional medical evaluations. Certain medical surveillance is mandated by German law. The incumbent is required to undergo prescribed medical evaluation on entry, during employment, and when vacating a position identified by the JHA as having an evaluation requirement.

d. If an employee refuses to undergo a mandatory medical evaluation prescribed for the position, the supervisor is obligated to change the work assignment or to initiate a personnel action to remove the employee from the job if a change in work assignment is not possible. For nonmandatory examinations offered but waived, the employee must sign a statement that the examination was waived. If the employee refuses to sign the statement, the supervisor will record the declination with a memorandum for record. The employee's statement or the supervisor's memorandum will be filed in the employee's OPF.

e. Medical evaluation requirements will be included on requests for personnel actions (RPAs). Procedures to initiate and execute medical evaluations are explained in AE Regulation 40-11.

f. In case of conflicts resulting from the policy in subparagraphs a through e above, the participation of the responsible employee-representative groups is required.

16. EMPLOYMENT CONTRACTS

Conclusion of an employment contract will be in writing. AE Form 690-70B and AE Form 690-70C will be used as employment contracts. An employee has a legal claim to the conditions stated in the employment contract. If overtariff conditions are specified in the contract, these conditions will prevail over pertinent parts of the *TV AL II* if they are more favorable for the employee. In addition, the following will apply:

a. The authorized representative of CHRA-E and the employee must sign the AE Form 690-70B or AE Form 690-70C on or before the effective date of appointment or effective date of a new employment contract (*Abänderungsvertrag*). A new employment contract will be established following termination of the previous contract for essential changes of employment conditions. The signed original form will be given to the employee and a signed copy will be placed in the employee's OPF (app I).

b. Changes to contractual conditions in AE Form 690-70B or AE Form 690-70C will require an amended contract (AE Form 690-70G) or a notice of termination for change of employment conditions. Employment conditions may be changed by—

(1) Amending the contract in which both the representative of the employing organization and the employee agree to the amendment. Changes to the *TV AL II* that only affect basic compensation (regular tariff increase) do not require an employment contract modification.

(2) Terminating the existing employment contract and offering continued employment under changed conditions. A notice of termination for change of employment conditions requires the same notice periods as a notice of termination ending employment. The employee may accept the new conditions if the termination issued in connection with the notice of termination for change of employment conditions was socially justified. If an employee does not accept the conditions offered with the new contract, employment will end with the expiration of the notice period.

c. An extension of an existing temporary employment contract will be effected using AE Form 690-70G.

d. AE Form 690-70E will not be used as an employment contract. AE Form 690-70E will be used for administrative control and payroll purposes. The employee will be issued a copy of the AE Form 690-70E by the employing organization for information.

17. MULTIPLE EMPLOYMENT WITH DIFFERENT OR MULTIPLE EMPLOYMENT CONTRACTS WITH THE U.S. FORCES

An employee may be appointed to more than one U.S. Forces organization. Each employment will be under a separate employment contract. Establishment of more than one employment contract with the same employing organization is authorized only for short, temporary part-time jobs in a different line of work from the employee's primary employment.

a. For an LN employee having more than one employment contract with the U.S. Forces, one must differentiate between the primary and secondary employment contract. The primary employment contract will be for the full-time job, or, if all employment is part-time, the job with the greatest amount of weekly workhours. Contractual workhours for primary employment should not be for less than 20 hours a week.

b. The *Arbeitszeitgesetz* (Worktime Law) mandates that total workhours of several positions may not exceed the legal limit (48 hours per week and 10 hours per workday). For example, a full-time employee with a regular workweek of 38½ hours may not have an additional part-time job exceeding 9½ hours a week. Additionally, the 10-hour workday limit applies.

c. The period of creditable employment or EOD date established for the primary employment contract does not apply to a secondary part-time employment contract. Each secondary employment contract will have a separate EOD date not related to the primary employment.

18. EMPLOYMENT OF CIVILIAN SUPPORT PERSONNEL

The following special employment conditions are applicable to Civilian Support employees and organizations in Germany:

- a. Under the provisions of DOD Instruction 1400.23, paragraph 4-1, and in consideration of the peacetime mission of Civilian Support organizations, Family member preference will not be applied in filling Civilian Support positions in Germany.
- b. Civilian Support employment has a mobile character and, as a consequence, employees may be utilized depending on the exigencies of the U.S. Forces at any given time and place within Germany.
- c. Civilian Support employees may be directed by their supervisor to wear uniform work clothing.
- d. Civilian Support employees must participate in maneuvers or similar military exercises under the provisions of the *TV AL II*.

19. EMPLOYMENT OF LN PEST CONTROLLERS

Pest-management personnel will be employed according to the provisions of the *TV AL II* and the following:

- a. Employees will be appropriately trained and undergo a professional test to receive or renew a license to perform pesticide functions and apply pesticides. The pest management command consultant will monitor required training and certification. The responsible employee-representative group must be invited to the tests. The professional test for pest-management personnel must be renewed every 3 years.
- b. Employees who fail the professional test for the required license will be granted a “light” certificate that identifies an employee whose duties are restricted to surveillance, bait boxes, and other duties besides applying pesticides. The Command Consultant, IMCOM-Europe (IMEU-PWD-E), Unit 29353, Box 200, APO AE 09014-0200, will always be involved when employees do not pass the professional tests and must be issued a “light” certificate.
- c. If, due to medical problems that are proven to be a result from pest-management functions, an employee cannot continue to perform these duties, he or she will be granted income protection (income protection supplement) when placed in a lower-graded position according to the *Tarifvertrag vom 2. Juli 1997 über Rationalisierungs-, Kündigungs- und Einkommensschutz (SchutzTV)* (Protection Agreement), Article 5. The employee is not required to meet the requirements of Article 4 of the *SchutzTV*. The income-protection supplement will not be absorbed by wage or salary increases.

20. EMPLOYMENT OF LNs IN U.S. CHILDCARE CENTERS

Rules for employing LNs in childcare centers are in appendix E.

APPENDIX A REFERENCES

SECTION I PUBLICATIONS

NATO Status of Forces Agreement and the Supplementary Agreement

Arbeitszeitgesetz (Worktime Law)

Aufenthaltsgesetz (Residence Law)

Bundeserziehungsgeldgesetz (Federal Child Care Allowance Law)

Bundespersönalvertretungsgesetz (Federal Personnel Representation Law)

Gezetz über Teilzeitarbeit und befristete Arbeitsverträge (Part-Time and Temporary Employment Law)

Kündigungsschutzgesetz (Law on Protection From Termination of Employment)

Sozialgesetzbuch IX, Rehabilitation und Teilhabe behinderter Menschen (Social Security Code IX, Rehabilitation and Integration of Handicapped Persons)

Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den Stationierungsstreitkräften im Gebiet der Bundesrepublik Deutschland (Collective Tariff Agreement)

Tarifvertrag vom 2. Juli 1997 über Rationalisierungs-, Kündigungs- und Einkommensschutz (Protection Agreement)

DOD Instruction 1400.23, Employment of Family Members of Active Duty Military Members and Civilian Employees Stationed in Foreign Areas

DOD 1400.25-M, Department of Defense Civilian Personnel Manual (CPM)

AR 25-400-2, The Army Records Information Management System (ARIMS)

AR 690-300.301 with AE Supplement 1, Overseas Employment

AE Regulation 40-11, Local National Employee Occupational Health Services Contract

AE Regulation 604-1, Local National Screening Program in Germany

AE Regulation 690-64, Standards of Conduct, Corrective Actions, Termination Process, and Grievances—Local National Employees in Germany

AE Regulation 690-84, Reduction in Force—Local National Employees in Germany

AE Regulation 690-300.335.1, Merit Promotion and Placement

AE Pamphlet 690-70, Qualification Standards for Local National Positions

SECTION II FORMS

SF 66, Official Personnel Folder

DA Form 2028, Recommended Changes to Publications and Blank Forms

AE Form 690-70A, Application/*Bewerbung*

AE Form 690-70B, Employment Contract/*Arbeitsvertrag*

AE Form 690-70C, Employment Contract for Local National Employees in Childcare Centers in Germany/*Arbeitsvertrag für ortsansässige Arbeitnehmer in Childcare-Zentren in Deutschland*

AE Form 690-70E, Notification of Employment Status/*Mitteilung über den Stand des Arbeitsverhältnisses*

AE Form 690-70F, Request for Personnel Action – Non-U.S. (Germany)

AE Form 690-70G, Employment Contract Modification/*Änderungsvertrag zum Arbeitsvertrag für Arbeitnehmer der US-Streitkräfte*

APPENDIX B

INFORMATION FOR NEW EMPLOYEES

Table B-1		
Information for New Employees		
Name of Employee		Employing Organization
Part I—General Working Conditions		
Incentive awards	Annual leave	
Administrative leave	Protection of minors	
Employment certificate/testimonial	Complaints/grievances	
Employee-representative groups	Accident reporting	
Workhours	Sickness	
Physical examinations	Performance evaluation	
HRO responsibilities	Wage/salary account	
Controlling and Services Directorate	Maternity leave provisions	
Promotion opportunities	Position/job title/grade	
U.S. Army mission	Probationary period	
Foreign employees	Return of employing documents	
Requesting/reporting absence	Safety/accident prevention	
Termination of employment	Social security/life insurance	
Provisions for SHEs and persons with equal status	Tariff supplements	
Temporary duty/travel expenses	Rules of conduct	
Access to personnel folder	Capital Formation Act	
Hiring process	Pay periods	
Pay/supplements	Customs provisions	
Holidays	Dual employment	
Organizational structure/responsibilities	Organizational nominations	
Employer's pension scheme (pension fund/group insurance)		
I was informed of the subjects above and have received relevant handouts:		
Employee Signature	HRO/CHRA-E Representative Signature	Date
Part II—Work Information		
Other job-related training opportunities	Reporting changes in personal status	
Recognition for special performances	Reporting sickness	
Instructions (from whom)	Reporting change of residence	
Work safety measures	Lunch period/breaks	
Physical follow-up examinations	Bulletin board	
Break rooms	Employee-representative groups	
Unit responsibilities	Safety and security provisions	
Employee's duties and responsibilities	Lunchroom/canteen	
Promotion opportunities	Daily workhours	
Equipment/tools/supplies	Restrooms	
Requesting other leave/absence	Accident reporting	
Requesting annual leave	Suggestions for improvement	
Complaints	Available assistance	
Installation pass/common access card (CAC)	Prescribed participation in required training	
Performance requirements	Other duties as assigned	
I was informed of the subjects above and have received relevant handouts.		
Employee Signature	Supervisor Signature	Date

**SUPPLEMENTARY AGREEMENT TO EMPLOYMENT CONTRACT
FOR A TRAINEE POSITION**

This agreement establishes on-the-job training (OJT) for an employee who does not meet the qualification requirements of the position. The individual development plan (IDP) (enclosed) outlines the required developmental experiences to develop the skills and qualifications required to perform at the target grade level. After successfully completing the training and demonstrating the capability to perform the duties of the position, the employee will be promoted to the intervening or target grade of the position. The following agreement is concluded between—

Mr./Ms. _____
(Employee Name)

and _____
(Employing Organization)

represented by _____
(HRO/CHRA-E)

Effective on _____, Mr./Ms. _____ will be assigned to the position of _____ for training purposes.

The total training period will be for _____ months. (**NOTE:** The maximum training period is 36 months.)

The employee will start at grade level _____ and will remain at this grade level for _____ months, at grade level _____ for _____ months, and at grade level _____ for _____ months. After successful completion of training and qualification in the above grade levels, the employee will be promoted to the target grade. On request from the supervisor, the training period may be reduced in accordance with regulatory requirements for exceptional performance and extraordinarily successful training progression after no less than 6 months in each grade level. The training period in a grade level may be extended for important reasons to up to 18 months. An extension is justified if the performance cannot be evaluated due to extended sickness or other extended absence of the employee. The training period may also be extended in case of insufficient progression during any given training phase that would not warrant advancement to the next higher grade level.

The developmental progress of the employee will be evaluated every 6 months by the supervisor following a one-on-one interview with the employee. If it has been determined that the employee's performance is not fully successful, which would require an extension of the training period, the employee will be advised in writing of this decision with specific reference to the areas of deficiency without delay. If performance does not improve and the training period must be extended, the employee will receive written notification of the decision to extend the training period. The notification must occur at least 4 weeks before the expiration of the regular training period. Performance and training deficiencies will be handled in accordance with AE Regulation 690-64. If the employee does not meet the training objectives even after the training period has been extended, the employee will remain at the current grade level.

The conclusion of this agreement, the enclosed IDP, and all deviations from the regular training schedule will be submitted for participation to the employee-representative groups in accordance with the legal requirements.

Employee Signature

Date

Signature of HRO/CHRA-E Director

Date

Distribution:

Original: Employee

1st copy: Personal File

2d copy: Supervisor

Figure B-1. Supplementary Agreement to Employment Contract for Trainee Positions

APPENDIX C

RESIDENCE-PERMIT REQUIREMENTS

C-1. APPLICABILITY

This appendix applies to the following personnel who are seeking employment with the U.S. Forces:

- a. Citizens of non-European Union (EU) countries.
- b. Citizens of countries that joined the EU effective 1 May 2004 or later, except Malta and Cyprus (Greek part).

C-2. POLICY

a. With the enactment of the *Aufenthaltsgesetz* (Residence Law), which became effective 1 January 2005, local German labor agencies no longer issue separate work permits. Instead, the *Ausländeramt* (alien registration office), in cooperation with the respective German labor agency, will issue either an *Aufenthaltserlaubnis* (temporary residence permit, which may or may not include permission to work) or a *Niederlassungserlaubnis* (permanent residence permit, which always permits the foreign citizen to work), which are referred to as *Aufenthaltstitel* (residence permits).

b. With a few legal exceptions, every foreign citizen from a non-EU country and foreign citizens from certain EU countries (see d below) who enter Germany with the intent to enter into gainful employment must have the appropriate residence permit. Residence permits will be issued as either:

- (1) A *Visum* (visa).
- (2) An *Aufenthaltserlaubnis*.
- (3) A *Niederlassungserlaubnis*.

c. The *Niederlassungserlaubnis* always permits the foreign citizen to engage in gainful employment. The *Aufenthaltserlaubnis* must specifically allow for employment. Foreign citizens who do not have a valid residence permit allowing for employment may not be employed. Dependents of members of a Force or the civilian component are exempt from the residence-permit requirements.

d. Citizens of EU countries do not require a residence permit. They will automatically be issued a certificate for EU residence rights by the registration office; but citizens from the Czech Republic and the Republics of Bulgaria, Estonia, Hungary, Latvia, Lithuania, Poland, Romania, Slovakia, and Slovenia must still obtain a work permit allowing for gainful employment. This certificate will be issued as an EU work permit or EU work authorization. This requirement will be in effect until 30 April 2011 at the latest for Czech Republic and the Republics of Estonia, Hungary, Latvia, Lithuania, Poland, Slovakia, and Slovenia; and until 31 December 2013 at the latest for Bulgaria and Romania. The EU work permit or EU work authorization will continue to be issued by the labor agencies.

APPENDIX D

GENERAL EMPLOYMENT CONTRACTS FOR LOCAL NATIONAL EMPLOYEES AND BILATERAL AGREEMENTS

D-1. EMPLOYMENT CONTRACT

The employment contract (AE Form 690-70B) will be used for all employees except employees of childcare centers (app E). The employment contract will be concluded according to the basic provisions of paragraph 16.

D-2. BILATERAL AGREEMENTS

a. Bilateral agreements must be negotiated individually for each position. If certain conditions are met, only the bilateral agreements in subparagraph b below will be authorized. Other bilateral agreements will not be authorized without USAREUR G1 (AEAGA-CL) approval.

b. The following bilateral agreements are authorized:

(1) "The incumbent of this position is required to frequently and regularly perform TDY within and outside Germany./*Der Inhaber dieser Stelle ist verpflichtet, häufig und regelmäßig Dienstreisen innerhalb und außerhalb Deutschlands durchzuführen.*"

(2) "The incumbent of this position is required to periodically perform shift work to the extent required./*Der Inhaber dieser Stelle muss regelmäßig Schichtarbeit in erforderlichem Umfang leisten.*"

(3) "'On-call' duty is agreed in accordance with attached supplement./*Rufbereitschaft ist entsprechend der beigefügten Zusatzvereinbarung zu leisten.*"

(4) "A supplementary agreement for trainee positions is concluded and part of the employment contract./*Die beigefügte Zusatzvereinbarung für Trainee-Stellen ist Bestandteil des Arbeitsvertrags.*"

(5) "The employment contract is concluded for the period from ____ to _____. The employment ends automatically when the ending date is reached; a notice of termination is not required. The right to terminate the temporary employment contract by ordinary notice before the established expiration date is reserved./*Das Arbeitsverhältnis wird befristet für die Zeit von ____ bis ____ geschlossen. Es endet mit Erreichen des Endtermins, ohne dass es einer Kündigung bedarf. Das Recht der vorzeitigen Beendigung des befristeten Arbeitsverhältnisses durch ordentliche Kündigung bleibt vorbehalten.*"

(6) "The employee may be required to undergo medical evaluations according to AE Regulation 40-11, Local National Employee Occupational Health and Services Contract (entry, recurring, and exit evaluations). The employee will not incur expenses for the evaluations. Medical evaluations will be conducted by the U.S. Army occupational health contractor./*Der Arbeitnehmer ist bei Bedarf verpflichtet, sich den in der Dienstvorschrift AE Regulation 40-11-G, Vertrag über arbeitsmedizinische Leistungen für ortsansässige Arbeitnehmer, vorgeschriebenen arbeitsmedizinischen Untersuchungen (Einstellungsuntersuchungen, evtl. Folgeuntersuchungen und bei Ausscheiden einer Abschlussuntersuchung) zu unterziehen. Dem Arbeitnehmer entstehen hierdurch keine Kosten. Die Untersuchungen werden vom arbeitsmedizinischen Dienst der US-Army durchgeführt.*"

(7) "Participation in military exercises is mandatory when required by the chief of the employing organization./*Teilnahme an militärischen Übungen ist Pflicht, wenn sie vom Dienststellenleiter angeordnet wird.*"

APPENDIX E

EMPLOYMENT RULES FOR LOCAL NATIONAL EMPLOYEES IN CHILDCARE CENTERS

E-1. GENERAL

The policy in this appendix will be used for the appointment of local national (LN) employees in Army in Europe childcare centers. In principle, AE Form 690-70C will be used as employment contract for LNs employed in childcare centers. Fulfillment of the vaccination requirements are a prerequisite for the conclusion of an employment contract. Specifically—

- a. If the applicant has provided proof of current immunizations, the proposed date for initiation of employment will be entered as in any other employment contract.
- b. If the applicant does not have immunizations but vaccinations have been administered, a maximum of 21 calendar days will be added to the date of the last vaccination and the resulting date will be entered as the date of appointment. To determine the appropriate date, consult the community health nurse.
- c. If vaccinations are still to be administered because the applicant does not have or cannot prove immunization protection, no employment contract will be concluded. Instead, the applicant will be provided with a commitment letter. The sample commitment letter in figure E-1 will be used for this purpose.

E-2. LISTING REQUIRED VACCINATIONS

On appointment, employees must provide proof of the following vaccinations:

- a. Measles (*Masern*).
- b. Mumps (*Mumps*).
- c. Rubella (*Röteln*).
- d. Tetanus Diphtheria (*Tetanus Diphtherie*).
- e. Varicella (*Windpocken*).

(Letterhead)

Dear Mr./Ms. _____

The _____ intends to hire you. Due to legal requirements under U.S. laws, employment as _____ and conclusion of a valid employment contract may be effected only after the required immunization protection for the diseases listed below has been obtained. (*List needed vaccinations.*)

This requires a period of up to 21 calendar days after the date of the last vaccination.

The required vaccinations may be administered by a physician of your choice. Without undue delay, vaccinations must be administered within the next 3 weekdays. Please provide the date of complete vaccinations immediately by telephone to (*name and telephone number at HRO*). You will be reimbursed for any costs for vaccinations that are administered on request by the U.S. Forces.

If vaccinations are not administered within 3 weekdays due to your own negligence, the U.S. Army will no longer be bound to its offer of employment.

If vaccinations cannot be administered within 3 weekdays for reasons other than your negligence (vaccine is not available, sickness prevents vaccination), please let the (*name of agency or organization*) know immediately by calling _____.

Sincerely,

Signature of HRO officer

Figure E-1. Sample Commitment Letter

APPENDIX F

TEMPORARY AND PART-TIME EMPLOYMENT

F-1. GENERAL

An extract from the *Gesetz über Teilzeitarbeit und befristete Arbeitsverträge (TzBfG)* (Part-Time and Temporary Employment Law) is available through http://www.per.hqusaureur.army.mil/cpd/employment/docs/legal_base.pdf.

F-2. TEMPORARY EMPLOYMENT

a. Temporary extensions of current local national (LN) employees beyond age 65 whose permanent appointment will expire according to the *Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den Stationierungstreitkräften im Gebiet der Bundesrepublik Deutschland* (Collective Tariff Agreement), Article 46, are explained in appendix G.

b. Temporary employment without a material reason is authorized for a maximum of 2 years. The employment contract may be extended no more than three times within the 2-year period. The expiration date of the temporary appointment must be entered on the employment contract. Temporary employment contracts without a material reason may not be concluded with people who previously had been employed with the U.S. Forces. Necessary extensions will be processed using AE Form 690-70G. A continuation of the temporary appointment beyond 2 years requires the existence of a material reason. In this case, a new employment contract must be concluded for the duration of the material reason.

c. Employment contracts may be concluded for a limited period if the time limitation is justified by a material reason. Temporary employment contracts with a material reason may be concluded for any period of time. The end of the temporary appointment, however, must be specified by a date or the occurrence of an event. The information must be precise (for example, U.S. troops will be withdrawn by 31 December 2009 (without the date, the material reason will be invalid)). Material reasons are events such as special or intermittent workloads, temporarily replacing an absent employee, or to temporarily appoint a person who has successfully completed an in-house apprenticeship. The end of a fiscal year cannot be used as a material reason.

d. The termination by ordinary notice of a temporary employment contract before the established expiration date or occurrence of the event is permissible only if expressly stipulated in the employment contract. To reserve the right to prematurely terminate the temporary employment contract, the appropriate bilateral agreement in appendix D must be entered on the employment contract.

e. The employee must be informed in writing at least 2 weeks before the completion date about the completion of the purpose for the temporary employment contract. The temporary employment contract ends at the earliest 2 weeks after receipt of a written notification. Employees may not be employed beyond the expiration date of the contract or beyond the date of the completion of the material reason. Employees who are permitted to work beyond the expiration date or beyond the completion date become permanent employees.

f. Appointments, reassignments, and promotions to temporary positions will be effected competitively with a job announcement unless the position is needed to place a surplus employee, falls under the exceptions to announcement requirements in paragraph 9, or will be filled according to the provisions of appendixes G and H.

F-3. PART-TIME EMPLOYMENT

a. Permanent employees who have been employed for more than 6 months are entitled to request a part-time work schedule. Management must reduce and distribute the workhours as requested by the employee. Requests may be rejected if justified by significant operational requirements.

b. The responsible employee-representative groups must be informed about part-time employment, particularly on existing or planned part-time positions, as well as the conversion from part-time employment to full-time employment or vice versa (*Bundespersönalvertretungsgesetz* (Federal Personnel Representation Law), sec 75(3)1).

c. Work on demand is regulated by the provisions of the *TzBfG*, section 12. It must, however, be monitored to ensure that such part-time employment contracts, on the basis of a calendar year, will not result in so-called insignificant employment.

d. Employees who share the workhours among themselves for certain jobs, employees who take turns in certain jobs, and employees who work on demand and wish to extend their contractual workhours will be given priority consideration for vacancies for which they are qualified if there are no opposing operational requirements or workhour requests from other part-time employees.

e. Employees in subparagraph d above will be authorized without exception to participate in training and educational measures according to the conditions established in the *TzBfG*, section 10.

f. Part-time employment during parental leave will be based on the *Bundeserziehungsgeldgesetz* (*BERzGG*) (Federal Child Care Allowance Law). The employees' legal claim to parental leave is regulated in the *BERzGG*, section 15. The entitlement must be requested from the employer at least 8 weeks or, if the reduction is to begin directly after the birth of the child or after maternity leave, 6 weeks before starting work.

g. Part-time employment of severely handicapped employees (SHEs) and persons with equal status is regulated by the *Sozialgesetzbuch* (*SGB*) IX (Social Security Code IX), part 2. In accordance with the *SGB IX*, section 81(5), SHEs and persons with equal status have an entitlement to part-time employment.

APPENDIX G

TEMPORARY EMPLOYEMENT OF CURRENT LOCAL NATIONAL EMPLOYEES BEYOND AGE 65

G-1. APPLICABILITY

This appendix applies to current local national (LN) employees whose permanent appointment will expire according to *Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den Stationierungstreitkräften im Gebiet der Bundesrepublik Deutschland* (Collective Tariff Agreement), Article 46, when they turn 65 years old. This appendix also explains special provisions for base closures, reductions, restructuring, and other organizational measures resulting in position cancellations.

G-2. EMPLOYMENT REQUESTS

a. Employing a current employee beyond age 65 requires conclusion of a new temporary employment contract to either the same or a different position in the organization. Temporary employment contracts must be fully and thoroughly documented with the specific material reason and an anticipated date the temporary employment will end. The importance of thorough and explicit documentation cannot be overemphasized. A temporary employment contract could convert to permanent employment if the documentation is not sufficient.

b. Requests will be based solely on the existence of a material reason consistent with the *Gesetz über Teilzeitarbeit und befristete Arbeitsverträge (Teilzeit- und Befristungsgesetz)* (Part-Time and Temporary Employment Act), which requires the retention of the current employee when no other employee is available within the employing agency to perform the employee's duties. A valid material reason exists if—

(1) The requirement of the organization is only temporary in nature (for example, completing work assignments in preparation of anticipated deactivation of the organization, base closure, or restructuring for which an official announcement has been made).

(2) The organization is partially or wholly deployed, requiring the retention of the current employee who, due to his or her special skills and experience, is the only available employee capable of performing essential duties to continue mission accomplishment at the home base.

(3) The temporary retention of the employee, based on his or her special skills and experience, is urgently required to accomplish specific tasks and projects that support the Global War on Terrorism (GWOT).

(4) There are other workload requirements or a specific mission or work project that can be accomplished only by the current employee.

(5) There are reasons that are personal to the employee (for example, to bridge the time necessary to acquire eligibility for retirement benefits through employment and additional social insurance contributions). In these cases, employees will be required to sign a statement certifying that the temporary employment contract has been concluded based on the employee's request and for social reasons.

G-3. PROCESS

a. Supervisors will monitor impending retirements at least 12 months before the effective date. At least 6 months before the effective date, supervisors will determine what action to take for the impending vacancy. The human resources office (HRO) will provide guidance on the procedures for requesting an extension of the employee or on a strategy to recruit a replacement.

b. Requests for temporary employment of LN employees beyond age 65 must be sent to the USAREUR G1 (AEAGA-CL) for review and codetermination with the Head Works Council, USAREUR. Requests must be received no fewer than 90 days before the employee's 65th birthday. Measures covered by paragraph G-5 are exempt from this requirement.

c. Requests must be submitted through the supervisory chain in accordance with the policy of the organization and be endorsed by at least the commander, director, or headquarters staff principal.

d. Supervisors will forward requests with background information on recruitment efforts and other applicable information to the HRO. HRO advisers will work with managers to forward only those requests that fully meet required criteria.

G-4. TEMPORARY CONTRACT TIME LIMITS

Temporary contracts under this appendix should generally not exceed 6 months. Longer periods may be authorized only if required and justified.

G-5. SPECIAL PROVISIONS FOR BASE CLOSURES, DRAWDOWN, RESTRUCTURING, AND OTHER ORGANIZATIONAL MEASURES

Authority for temporary employment of employees beyond the age of 65 during base closures, drawdown, restructuring, and other organizational measures will belong to the commander of the organization where the organizational measure is implemented. The following must be observed:

a. The inactivation or base closure must have been officially announced for a specific date and the participation with the responsible employee-representative group for the organizational measure must have been completed. An "anticipated" inactivation or base closure is not sufficient.

b. The employee must be urgently needed in the organization to perform duties that are directly connected with the closure or drawdown. The required material reason and the expiration date must be specified in the employment contract. The temporary employment may not exceed the official effective date of the organizational measure.

c. The individual employment action is subject to codetermination with the local employee-representative group.

APPENDIX H

TEMPORARY CHANGE OF DUTIES

H-1. APPLICABILITY

This appendix applies to employees who are temporarily promoted to perform higher level duties according to the *Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den Stationierungsstreitkräften im Gebiet der Bundesrepublik Deutschland (TV AL II)* (Collective Tariff Agreement), section 53, and affected by special provisions for base closures, drawdown, restructuring, and other organizational measures resulting in position cancellations.

H-2. DUTIES

a. Temporary performance of higher level duties should be assigned to employees who at the specific time are in the same or a higher wage or salary group and who work in the same or a similar job series.

b. If duties must be temporarily assigned to an employee in a lower wage or salary group, the temporary promotion will be effected only if the higher level duties must be performed predominantly and require the majority of the employee's time. In addition, the following will be observed:

(1) The agency chief must determine if the assigned duties can actually be considered higher level duties by the servicing classification branch of the United States Army Civilian Human Resources Agency, Europe Region (CHRA-E), or by comparison with a similar position in the Fully Automated System for Classification before the employee can be assigned the supposed higher levels duties.

(2) Before assigning other duties, the agency chief must inform the employee clearly and unmistakably whether or not the duties to be performed on a temporary basis are considered higher level or equivalent duties. To prove the accuracy of his or her statement, the agency chief must get confirmation of the reviewed and approved position classification from the servicing classification branch of CHRA-E.

H-3. REQUIREMENTS

The employee chosen to perform higher level duties must meet the following requirements:

a. The qualification standards in AE Pamphlet 690-70 for the position or at least for the next lower group. If the employee meets only the qualification standards for the next lower group, the selected employee may be temporarily promoted to the higher group for which he or she does not meet the qualification standards.

b. Higher level duties must have been performed without additional pay for a minimum of 30 consecutive calendar days.

c. The employee must confirm in writing that he or she will return to his or her previous position at the discretion of the agency chief (fig H-1).

d. If it is expected that the period of assignment will exceed 30 calendar days, management must immediately submit a request for personnel action (RPA). If the employee replaces a military or U.S. employee, a position description must be submitted to determine the proper classification of the position. If the wage or salary group has been reviewed and approved by the classification branch of CHRA-E and if it is higher than the employee's previous wage or salary group, a temporary promotion will be effected. The following will also be observed:

(1) All suitable employees, particularly severely handicapped employees (SHEs) and persons with equal status, within one employing agency must be considered for the temporary performance of higher level duties. The agency chief must provide written guarantee that all suitable employees of the agency have been considered (fig H-2).

(2) The selection for the temporary performance of higher level duties will be noncompetitive.

(3) The commander or deputy commander must properly negotiate the individual actions for the temporary promotion of higher level duties with the local employee-representative group.

H-4. PERMANENT APPOINTMENT

Permanent appointment to the higher position that was previously filled temporarily will be in accordance with the usual competitive procedures and recruitment guidelines.

H-5. STEP INCREASES

Consequences for step increases include the following:

a. The time that an employee remains in a temporary step will be considered for step increases in the permanent wage or salary group. Such time will also be considered for step increases if the employee is permanently promoted.

b. All step increases that are due in the permanent position will be considered when the employee returns to his or her permanent position.

H-6. SPECIAL PROVISIONS

In agreement with the employee-representative group, employees may be noncompetitively assigned temporarily to vacancies with a higher grade that will be abolished on the date the inactivation of the organization takes effect. Once the employee has performed the higher level duties for 30 days, the selected employee will be temporarily promoted to the position's wage or salary group that has been determined, reviewed, and approved by the classification branch of CHRA-E. The employee will be paid in accordance with applicable tariff provisions. In addition, the following will apply:

a. In accordance with this special provision, the temporary promotion does not require an announcement under competitive procedures.

b. Before assigning higher level duties, the agency chief must consider all suitable employees of the organization, particularly the SHEs and persons with equal status, and review whether the selected employee is suited to satisfactorily perform the higher level duties. With the statement in figure H-2, the agency chief must, among other things, confirm in writing that he or she has considered the other employees and that he or she has reviewed the selected employee's suitability.

c. The employee selected for the higher level position does not have to meet all qualification requirements established for the position unless the duties of the position require completed university education (for example, engineering, teaching, medical personnel).

d. Assignments of higher level duties that result in a temporary promotion require the selected employee to sign the declaration of consent in figure H-3.

e. The temporary performance of higher level duties will end with the effective date of the inactivation of the works council agency at the latest.

f. The agency chief must involve the local employee-representative groups in the selection of the employee for the temporary promotion. The signed statement (fig H-1) must be submitted to the employee-representative groups.

Employee Statement

TEMPORARY PERFORMANCE OF HIGHER LEVEL DUTIES

I declare my consent to my temporary performance of higher level duties and my associated temporary promotion to the position _____, wage/salary group _____.

I furthermore declare my consent to the effect that, at the discretion of the agency chief, I will return to my previous position with immediate effect without a written notification or notice of termination for change of employment conditions.

Date: _____

Employee's Signature: _____

Figure H-1. Employee Statement

TEMPORARY PERFORMANCE OF HIGHER LEVEL DUTIES

I have considered all employees, particularly severely handicapped employees and employees with equal status, who are under my supervision and their qualifications before I made the decision to temporarily assign Mr./Ms. _____ to perform the duties of the higher level vacant position previously encumbered by Mr./Ms. _____.

Job Title: _____

Occupational Series: _____ /Grade: _____

Reason for Selection:

Date: _____

(Printed first and last name)

(Signature)

VORÜBERGEHENDE AUSÜBUNG VON HÖHERWERTIGEN TÄTIGKEITEN

Ich habe alle unter meiner Aufsicht stehenden Arbeitnehmer/innen, insbesondere schwerbehinderte und Schwerbehinderten gleichgestellte Arbeitnehmer/innen, und ihre Eignung berücksichtigt, bevor ich meine Entscheidung getroffen habe, Herrn/Frau _____ die höherwertigen Tätigkeiten der freien Stelle, die vormals von Herrn/Frau _____ besetzt war, zuzuweisen.

Stellenbezeichnung: _____

Berufskennzahl: _____ */Eingruppierung:* _____

Auswahlgründe:

Datum: _____

(Vor- und Nachname (in Druckbuchstaben))

(Unterschrift)

Figure H-2. Statement of Agency Chief

Declaration of Consent

1. I herewith declare my consent with the temporary performance of higher level duties and with the associated temporary promotion to the position _____, wage/salary group _____, which will no longer be filled permanently due to the closure of my organization.

2. I also declare my consent to the effect that the temporary promotion in the above position will be effective on _____ (date), and will expire on _____ (date) or, at the latest, on the date of the final closure of my organization.

3. I also declare my consent to the following conditions:

a. During the time of temporary performance of higher level duties, my monthly compensation will be € _____.

b. The temporary performance of higher level duties and the associated temporary promotion will end on the day when, in connection with my placement rights under section 1 of the *Kündigungsschutzgesetz (KSchG)* (Law on Protection From Termination of Employment) or Article 4 of the *Tarifvertrag vom 2. Juli 1997 über Rationalisierungs-, Kündigungs- und Einkommensschutz (SchutzTV)* (Protection Agreement), I start work in an equivalent or reasonable position (resulting from my regular classification) with another employing organization as a result from my transfer or detail. A notice of termination for change of employment conditions is not required.

c. The temporary performance of higher level duties and the associated temporary promotion will end immediately without a notice of termination for change of employment conditions if I fail to effect my transfer or detail to the new position or if I fail to start my new position on the assigned date.

d. During the temporary performance of higher level duties and the associated temporary promotion, my placement rights under section 1 of the *KSchG* and Article 4 of the *SchutzTV* will be governed exclusively by the regular duties that I performed before my temporary promotion as well as by my previous regular classification.

4. In case of termination of my employment by ordinary notice, I herewith explicitly declare my consent to the effect that the amount of my indemnity payment according to the *SchutzTV* and other entitlements to benefits under the *Tarifvertrag vom 31. August 1971 zur sozialen Sicherung der Arbeitnehmer bei den Stationierungsstreitkräften im Gebiet der Bundesrepublik Deutschland* (Social Security Agreement) will be based on the regular classification, or rather, compensation applicable before the performance of higher level duties.

Place/Date

Employee's Signature

Figure H-3. Declaration of Consent

APPENDIX I

OFFICIAL PERSONNEL FOLDER

I-1. PREPARATION

Immediately on appointment of the employee, an official personnel folder (OPF) will be prepared for each employee with the U.S. Forces. For this purpose, SF 66 will be used.

I-2. MAINTENANCE

The United States Army Civilian Human Resources Agency, Europe Region (CHRA-E), will maintain an OPF for each serviced local national (LN) employee. The OPF will document the entire period of employment with the U.S. Forces. If an individual is reappointed after a break in service, the inactive OPF, if still available, will be combined with the active OPF.

I-3. DOCUMENTS

All job-related and personal documents that directly relate to the employment of the individual must be permanently filed in the OPF in chronological order by effective date of the action or event. This includes at least the following documents:

- a. Personnel questionnaire, proof of education and training, testimonials, and other personal documents that were submitted with an application for a position before or during employment with the U.S. Forces in Germany.
- b. Employment contract.
- c. Complaints and admonishments for a specified duration.
- d. Official, job-related correspondence (notice of termination for change of employment conditions, notice of termination, and responses thereto).
- e. Written statements of the employee and petitions.
- f. Awards and recognitions.
- g. Suitability and security documents (for example, police good conduct certificates, Local National Screening Program results, Severely Handicapped Certificate, results of medical examinations). These may be identified as such and placed in a sealed envelope in the OPF.
- h. Verification of citizenship and status, working papers. (See the provisions in appendix C regarding residence permits for non-German citizens.)

I-4. ACCESS

Employees or their designated representatives will be allowed access to their OPF. They will be permitted to make an *Auszug* (extract), *Abschrift* (duplicate), *Ablichtung* (photocopy), or *Ausdruck* (printout) of automated data.

I-5. DISPOSITION

On separation from employment, the OPF will be retained based on AE Regulation 25-400-2.

GLOSSARY

SECTION I ABBREVIATIONS

AAFES-Eur	Army and Air Force Exchange Service, Europe
ADD-LaS	<i>Aufsichts- und Dienstleistungsdirektion, Lohnstelle ausländische Streitkräfte</i> (Controlling and Service Directorate, Foreign Forces Payroll Office)
AE	Army in Europe
AR	Army regulation
BERzGG	<i>Bundeserziehungsgeldgesetz</i> (Federal Child Care Allowance Law)
CAC	common access card
CHRA-E	United States Army Civilian Human Resources Agency, Europe Region
DODI	Department of Defense instruction
EOD	entry on duty
EU	European Union
GWOT	Global War on Terrorism
HRO	human resources office
IDP	individual development plan
JHA	job-hazard analysis
KSchG	<i>Kündigungsschutzgesetz</i> (Law on Protection From Termination of Employment)
LN	local national
NATO	North Atlantic Treaty Organization
OJT	on-the-job training
OPF	official personnel file
RIF	reduction in force
RPA	request for personnel action
SchutzTV	<i>Tarifvertrag vom 2. Juli 1997 über Rationalisierungs-, Kündigungs- und Einkommensschutz</i> (Protection Agreement)
SGB	<i>Sozialgesetzbuch</i> (Social Security Code)
SHARE	self-help automated resources for employment
SHE	severely handicapped employee
SOFA	Status of Forces Agreement
TV AL II	<i>Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den Stationierungsstreitkräften im Gebiet der Bundesrepublik Deutschland</i> (Collective Tariff Agreement II)
TzBfG	<i>Gesetz über Teilzeitarbeit und befristete Arbeitsverträge</i> (Part-Time and Temporary Employment Act)
U.S.	United States
USAFE	United States Air Forces in Europe
USAREUR	United States Army Europe

SECTION II TERMS

agency

All employing organizations represented by one works council.

employing organization

That specific part of the organization in which the position of the employee is located. The chief of the employing organization is responsible for the appointment and termination of the employee as well as the assignment of the duties and responsibilities and determines the workhours.

Family members

Persons who are entitled to support because of their relationship to a member of the Force or the civilian component as defined by the NATO Status of Forces Agreement, Article 1, paragraph 1(c). Spouses and unmarried children or stepchildren of locally hired appropriated and nonappropriated fund employees are not considered Family members for employment purposes.

local national employees

Employees who are employed pursuant to host nation labor laws and the modifications based on Article 56 of the Supplementary Agreement to the NATO Status of Forces Agreement and the *Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den Stationierungsstreitkräften im Gebiet der Bundesrepublik Deutschland* (Collective Tariff Agreement II).

person with equal status

A person with a handicap degree of less than 50 but more than 30.